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Attorney for: AmeriCredit Financial Services, Inc.
dba GM Financial

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

In re:) Case No. 18-28330(JNP)
)
JULIE MARIE SCHWARTZ) Chapter 13
)
) **(AMENDED)OBJECTION TO CONFIRMATION**
)
)
)

AmeriCredit Financial Services, Inc., dba GM Financial ("GM
FINANCIAL"), a secured creditor of the debtor, objects to
the confirmation of the debtor's plan for the following
reasons:

a. **DEBTOR NOT ELIGIBLE FOR DISCHARGE:** GM Financial has a
first purchase money security interest encumbering
2014 KIA SOUL. Since the Debtor is ineligible for a
discharge in the instant case by virtue of her having
received a discharge in case 19-14755, GM Financial
should not be compelled to release title to the vehicle
until payment of the underlying debt under non-bankruptcy
law. The plan should be amended to pay the current

1 balance of \$3,638.07 plus interest at th the contract
2 rate of 8.35%.

3 b. **Adequate protection:** The plan violates code sections
4 361, 1325 and 1326. It fails to pay adequate protection
5 payments to GM Financial. Adequate protection payments
6 must be given super priority administrative expense
7 status and paid ahead of attorney fees. GM Financial
8 requests adequate protection payments of \$165.12 per
9 month, being the monthly amount necessary to pay off the
10 loan within the next 24 months of the plan.

11 c. **Proof of insurance:** The vehicle must be insured with
12 comprehensive and collision insurance coverage and
13 liability coverage in accordance with the requirements
14 contained in the contract. GM FINANCIAL Dealer Services
15 must be listed as loss payee or additional insured. **The**
16 **debtor must provide GM FINANCIAL with proof that the**
17 **vehicle is insured in accordance with §1326(a)(4) and**
18 **this portion of the objection to confirmation should be**
19 **considered a demand that the debtor provide proof of**
20 **insurance.**

21 d. Part 4d of the plan makes no sense since it pays GM
22 Financial the total of \$94.

23 e. The plan may not be feasible.
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f. GM FINANCIAL must retain its lien on the vehicle after confirmation and the plan must provide for this.

/s/ William E. Craig
William E. Craig, attorney for
GM FINANCIAL

Dated: 7-25-19